#### TRANSMITTAL FOR APPROVED CONTRACT

**CONTRACTOR**: Trumpet, LLC

CFMS TRACKING NUMBER: 728380

**DCRT TRACKING NUMBER:** DCRT-OT-15-01

**AGENCY:** Office of Tourism

**CONTRACT MONITOR:** Misty Shaw

FISCAL ANALYST: Josh McDaniels

**MAXIMUM AMOUNT:** \$5,700,000.00

**CONTRACT PERIOD**: 07/01/14-06/30/15

Attached is either an original or copy of the approved contract/amendment for your records. Please be reminded that according to **RS 39:1500 Contract Administration**, after completion of performance, the using agency shall prepare a final report on the contract, which shall include an evaluation of contract performance and an assessment of the utility of the final product. This report shall be delivered to the Division of Administration (DOA) Office of Contractual Review, within 60-days after completion of performance and shall be retained in the official contract file.

Reports not submitted to the Office of Contractual Review within the 60-days period shall be delinquent.

To avoid delay in completing the evaluation, it is my suggestion that once the contract monitor has approved the final invoice, the performance evaluation should be completed and submitted to the Contracts Office to be recorded and submitted to the DOA.

If you have questions in regards to contract administration please contact Karen Richardson, Contracts Reviewer at 225-342-8193 or email Karen at <a href="mailto:krichardson@crt.state.la.us">krichardson@crt.state.la.us</a>.



JAY DARDENNE LIEUTENANT GOVERNOR

CHARLES R. DAVIS
DEPUTY SECRETARY

DESIREÉ W. HONORÉ UNDERSECRETARY

## OFFICE OF THE LIEUTENANT GOVERNOR DEPARTMENT OF CULTURE, RECREATION AND TOURISM MANAGEMENT AND FINANCE

September 22, 2014

Mr. Patrick McGuinness Trumpet, LLC 2803 St. Philip Street New Orleans, LA 70119

Dear Mr. McGuinness:

Attached is an approved original contract between the Department of Culture, Recreation and Tourism, Office of Tourism and Trumpet, LLC. The tracking numbers that have been assigned to this contract are DCRT-OT-15-01 and CFMS# 728380. Please refer to these numbers in any correspondence concerning this contract.

If you have any questions or need any additional information, please contact the contract monitor listed in your contract/agreement or Karen Richardson, Contract/Grants Reviewer at (225) 342-8193.

Sincerely

Sesireé Honoré Thomas, CP

Undersecretary

DHT: kr

Attachment

cc: Misty Shaw, Contract Monitor

Josh McDaniels, Fiscal Analyst





KRISTY H. NICHOLS COMMISSIONER OF ADMINISTRATION

#### State of Louisiana

Division of Administration
Office of Contractual Review

September 17, 2014

Mr. Charles R. Davis
Deputy Secretary
Department of Culture, Recreation & Tourism
Office of Tourism
Post Office Box 94361
Baton Rouge, LA 70804-9361

Dear Mr. Davis:

Enclosed are approved copies of the following contract submitted to us and received in our office on 07/31/14.

### Department of Culture, Recreation & Tourism CFMS# 728380 Trumpet, LLC

The CFMS number preceding the contract name has been assigned by this office and is used as identification for the approved contract. Please use these numbers when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

We appreciate your continued cooperation.

Sincerely,

Pamela Bartfay Rice, Esq.

Interim Director

State Contracts/Grants Officer

**Enclosures** 

#### STATE OF LOUISIANA PARISH OF EAST BATON ROUGE PARISH OF ORLEANS

#### CONTRACT

BE IT KNOWN, that the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, hereinafter sometimes referred to as "State" or "DCRT," and Trumpet, LLC domiciled at 2803 St. Philip St., New Orleans, LA 70119, hereinafter sometimes referred to as "Contractor," do hereby enter into this contract under the terms and conditions provided herein.

1) Background

In 2013, the State issued a Request for Proposals to identify a single or multiple contractors to assist the State in the development and implementation of a marketing campaign ("Campaign") that will help the State achieve the Objectives outlined and further defined in the State's Strategic Plan.

The Campaign will be developed and implemented by contractors working collaboratively in three (3) essential areas, which are referred to as "Components":

Component 1.

Creative/Marketing/Media/Brand Identity

Component 2.

**Public Relations** 

Component 3.

Internet/Social/Digital Marketing

All services rendered under this contract shall be research-based, shall endeavor to produce measurable results, shall endeavor to demonstrate a positive return on investment, and shall be performed in accordance with the State's Strategic Plan.

2) Definitions

For purposes of this contract, the parties agree to the definitions provided in the Glossary, Exhibit 1, which is by this reference incorporated into the terms of this contract.

#### 3) Scope of Services

a) Brief Description

Contractor shall provide services for Component 1, which include the development and implementation of a comprehensive, research-based Marketing and Communications Plan, strategically designed to achieve the marketing objectives of the State. The Campaign shall integrate advertising, public relations, multicultural strategies, internet-based marketing, product development, sponsorships, promotions, industry sales, brand development and any other approved initiatives that further the Objectives set forth herein, in collaboration with other State-selected contractors.

As Contractor for Component 1, the overall Marketing and Communications Plan or "Campaign", Contractor may be required to perform some or all of the following tasks:

- Assist in the overall creation of marketing strategy and brand positioning;
- · Marketing/media research, analysis and recommendations;
- Creative development and implementation of assigned marketing programs; including but not limited to Multicultural Marketing;
- Establish brand standards;
- Negotiate on behalf of the State for the most cost-efficient marketing programs;
- Identify and establish appropriate private/public partnerships;
- Account management, including status reports and project calendars.

All services shall be performed under the direct supervision of the Contract Monitor, her designee(s), supervisor(s) or successor(s).

b) Detailed Description of Services

Contractor shall direct, supervise, coordinate and lead in creating and implementing a fully integrated domestic and international Campaign, including both long-range and short-range strategies in collaboration with other State-selected contractors. As part of the Campaign, the Contractor may be required to perform some or all of the following, as directed:

i) Creativity

- (1) Develop and execute to completion, an approved research-based project, inclusive of creative concepts, to be used for multiple media outlets, including print, television, radio and other media. Contractor shall also be responsible for the development of creative materials required to support the work of other State-selected contractors assigned to the various other Components (as approved and directed by the State). All creative materials will be reviewed and approved in writing by the State, prior to submission to media outlets.
- (2) Perform all media production services to develop and deliver appropriate creative materials for all marketing and promotional programs related to Component 1, in accordance with an approved media schedule. Services shall include, but are not limited to, creative concept, graphic design, photography, videography, digital or electronic media creation and direction, radio production, editing, dubbing, writing copy, illustration, casting, talent and ownership negotiations, layout, pre-press and printing, proofing, translation, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sound or property.

(3) "Refresh" existing materials using creativity until such time as new materials have been developed.

- (4) Prepare all mechanical art and/or acquire all necessary artwork, photographs, negatives, separations, etc. that are required for the production of advertisements and other materials.
- (5) Through collaboration with other selected contractors, produce all other collateral materials in support of the Campaign.
- (6) Acquire, store, manage, and maintain the State's visual assets (including photography, video and film footage, etc.), and all documents, materials, creative work product developed in connection with this contract.
- (7) Maintain documentation/information that sets forth the State's rights and/or limitations on use of the State's visual assets.
- (8) Provide Crisis Management in conjunction with the other State-selected contractors as directed and as needed by the State.
- (9) Coordinate all inquiry response materials, postal activities, and toll-free phone needs.
- (10) Assist in the planning and production of special events.
- (11) Perform all research necessary to support the activities described above.
- (12) Create and use an approved performance measurement system to measure, analyze and report results of all activities described above.

ii) Media

- (1) For each proposed media purchase, Contractor must provide market demographics, flight dates, Gross Rating Point (GRP) level, Cost Per Point (CPP) and Cost per Mille (CPM).
- (2) Contractor must provide post-analysis for each market, including actual GRPs delivered, station affidavits, and a full accounting of any/all "make-goods".
- (3) Negotiate, place, purchase, and traffic media in a timely and professional manner to take

advantage of discounts, special promotions, media position, and added-value opportunities that may benefit the State.

(4) Administer approved marketing and media partnerships and/or sponsorship programs that

maximize the use of available funds in specific areas as directed by the State.

- (5) Provide an updated media schedule monthly detailing media outlets, insertion dates, rack rates, negotiated rates on behalf of the State, added value components, and agency commissions.
- (6) Develop and manage partner cooperative advertising programs in association with approved media plans and/or on-line marketing strategies, to include identification of cooperative opportunities, solicitation of partner participation, recommendation of pricing, and preparation and distribution of sales and other collateral material to partners.

(7) Provide a quarterly updated schedule of partner participation in cooperative advertising

programs, detailing partner participation levels.

(8) Field, evaluate, make recommendations (to State), and respond to unsolicited advertising opportunities.

(9) Provide State traffic reports to determine if media was placed as requested and provide post-buy analyses and media audits of advertising campaigns.

#### iii) Research

- (1) Contractor shall travel to locations around the state to meet with owners and operators of attractions and other industry stakeholders to assess the outcome of the marketing efforts.
- (2) Contractor shall ensure the Contractor's key personnel familiarize themselves with:
  - The Louisiana Tourism customer;
  - Consumer trends that may be relevant to State's marketing programs;
  - The Louisiana "product";
  - The travel and tourism industry; and
  - Relevant research provided by the State and its contracted marketing research vendors.
- (3) Any/all research Project(s) initiated or otherwise undertaken on behalf of the State must be first approved by the State.
- (4) Any/all third-party research to be used for a recommendation to the State must be first reviewed for validity by the State.

#### iv) Account Services, Accountability and Business Support

- (1) Contractor shall provide account supervision and documentation and shall communicate with the State on the status and timeline of all Projects and Research requested and/or approved by the State. Monthly and year-end account management reports, including progress reports and budget reports itemized by Project, shall be provided to the State.
- (2) Contractor shall provide State the necessary reports, estimates, accounting documentation, and other financial information as necessary to comply with the contract's terms and conditions.
- (3) Contractor shall retain all correspondence, records and reports, including financial and procurement transactions during the term of the contract and for a period of three years subsequent to the termination date of the contract, for audit purposes.
- (4) Contractor shall fully disclose and credit to State all discounts and special offers allowed by suppliers of goods and services purchased in the course of carrying out the services provided herein.

(5) Contractor shall provide documentation for reimbursement of ordinary photocopying, mailing, and shipping services.

(6) Upon State's request, Contractor shall make oral or written presentations regarding the State's marketing campaigns and components thereof at meetings, conferences, and other

events as requested. Upon request, Contractor shall travel to and participate in (a) the Travel and Tourism Summit; (b) meetings of the Louisiana Tourism Development Commission and the Louisiana Tourism Promotion District; (c) meetings of the Louisiana Restaurant Association and Hotel and Lodging Association; (d) the Gulf South chapter of the Travel and Tourism Research Association; (e) Louisiana Association of Convention and Visitors Bureaus; (f) the Louisiana Travel Promotion Association; and (g) other meetings, conferences and events as requested by the State.

- (7) Contractor agrees that any and all rights, title and interest whatsoever, including all rights to intellectual property, in work acquired or produced in connection with this contract, whether provided by the Contractor, any subcontractor, or other party, shall lie exclusively with the State, except as may be otherwise provided in any applicable Third Party Approvals (defined in Section 25) approved by separate, written agreement. The Contractor shall ensure publication and duplication rights are secured for the State prior to delivery, and shall inform the State in writing of any use restrictions under all applicable Third Party Approvals first obtained by Contractor after the effective date of this contract. All intellectual property first developed by Contractor for the State under this contract shall, to the fullest extent permitted by law, constitute "work for hire" under the United States copyrights law. The State, as sole owner of all intellectual property developed under this contract (subject to Third Party Approvals), reserves the exclusive right to use, publish, or reproduce the intellectual property in whole or in part, in any media now known or later developed, and to authorize others to do so. The Contractor shall obtain for the State all necessary and customary rights sufficient for the intended use of the work. In connection with specific projects, the State may direct Contractor to acquire rights for the State in excess of the customary rights, up to and including all elements of copyright, the legal costs of which, if any, shall be borne by the State. Except as otherwise provided in Section 25, the Contractor shall further defend, protect, hold harmless and indemnify the State, its employees and agents in any challenge to said rights.
- (8) Contractor shall provide monthly, six-month, and year-end accounting of all monies expended. The statement shall include a breakdown of commissions earned from media placements, charges for work performed within all work categories, charges for materials, supplies, equipment, services, etc., provided by third party vendors, and the value of services provided at no charge. The Contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government. The Contractor shall handle all details of payment of media by furnishing billing, accounting, and substantiation for all media placed.
- (9) Contractor shall provide usual and customary account services and account management, including meetings and consultation regarding advertising. Scheduled meetings with the Director of Programs and Services may be held monthly in various locations throughout Louisiana. Weekly conference calls may be held to discuss the progress of ongoing projects.
- (10) Contractor shall be responsible for ensuring that there are no errors or oversights in the final work products for Component 1, including, but not limited to, advertising, direct mail pieces, publications, press releases, collateral materials, video, CD and audio tapes or other items produced, including materials produced for domestic and international markets in English and foreign languages. The costs of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to the Contractor by the State or other third parties, including convention and visitors bureaus or similar organizations, industry or trade organizations, attractions, or other businesses, organizations, and individuals.

- (11) The Contractor shall prepare written confirmation of discussions pertinent to substantive elements of the marketing and advertising program from meetings or telephone conversations during the life of the contract so that the State can confirm and verify said discussions.
- (12) Contractor shall comply with all applicable laws, rules, policies and procedures of the State of Louisiana, including laws relating to travel and ethics.
- (13) Unless pre-approved by the State, Contractor shall not bill the State for travel time or travel costs for travel to Baton Rouge. Contractor shall not bill the State for time or travel costs to attend Louisiana Tourism Summit or any other industry meeting/event unless pre-approved by the State. Contractor cannot bill for time to prepare unsolicited work orders/proposals.
- (14) Contractor may bill for time spent preparing work orders requested by the State.

#### c) Procedures for Project Initiation, Approval and Measurement

- (1) Prior to commencing any specific work, initiative, program, promotion, public/private partnership, or other project under this contract ("Project"), the Contractor shall request written approval from the State. The Contractor's request shall include the following information:
  - (i) A high-level description of the Project, including:
    - Research justification
    - Creative and/or artistic concept
    - Cost estimate including, if applicable, personnel costs, billable hours, third
      party expenses, media costs, materials, etc. The cost shall include a
      statement of which costs, if any, are covered by media commission.
    - Estimated completion date for said Project.
    - Sources for any materials, supplies, equipment, services, etc. to be provided by non-Contractor personnel. For any Project that includes subcontractors or other vendors, the Contractor shall invite at least one or more Louisiana-based providers to submit proposals, bids, résumés, and/or price quotes for consideration by the Contractor in awarding work to such providers.
  - (ii) Contractor shall submit upon request, a cost-benefit analysis or a projection/calculation/forecast of the prospective value of the final Project, along with proposed performance measurements and monitoring plan.

#### (2) Approval and Measurement

- (i) The State will document receipt of all Project proposals. The Contractor shall only have the authority to commence work upon its receipt of the State's written approval of the Project.
- (ii) In order to receive written approval, re-writes and re-designs may be required of the Contractor.
- (iii) The State may cancel any scheduled Project due to non-availability of funds.
- (iv) All newly created materials must be reviewed and approved in writing by State prior to submission to third parties, including media outlets.
- (v) Upon request, following the completion of a Project, the Contractor shall evaluate the Project and provide the State a written analysis on the value derived, compared with the projection/calculation/forecast using the specific performance measurements.
- (vi) Contractor must obtain approval from the State before contracting with tourism industry partners/competitors.

4) Hudson/Veterans Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

5) Substitution of Key Personnel

The Contractor's personnel assigned to this contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in its proposal.

6) Payment Terms

In consideration of the services described herein, the State hereby agrees to pay the Contractor a maximum fee of \$5,700,000.00 (Five Million Seven Hundred Thousand Dollars) subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District.

Travel and other reimbursable expenses constitute part of the total maximum payable under the contract and will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).

Payment will be made within sixty (60) days of receipt of invoice by the State.

Payments will be made only upon approval of the Contract Monitor, her designee(s), supervisor(s), or successor(s), as follows:

- a) For media advertising placed by the Contractor, Contractor will earn 5% gross commission (e.g. \$10,000 net = \$11,764.71 gross. 5% of gross (\$588.24) added to net (\$10,000) = \$10,588.24 total invoiced to State)
- b) State agrees to pay the Contractor according to the rate schedule provided in section 6(c), with the exception of those employee services described in section 3(b)(ii) for media research, planning, and placement and traffic management.
- c) Excepted services are deemed fully compensated by the media commissions earned through placement of advertising by the Contractor on behalf of the State. All other services not referred to specifically in the contract shall be compensated as provided in the following rate schedule:

FUNCTION	PER HOUR
Account Director	\$145
Management Supervisor	\$120
Account Executive	\$115
Assistant Account Executive	\$95
Creative Director	\$150
Art Director	\$115
Asst. Art Director	\$90
Copywriter	\$115

- d) Expenses, viz. telephone and telefax charges, materials for meeting preparations and presentations, meeting expenses, ground and air freight shipping, delivery and postage, and other expenses incurred in the course of performing the services required under this contract will be billed to the State on a cost basis except for normal business long distance calls made within the state. The Contractor may also bill the State on a cost basis for approved expenses that include, but are not limited to:
  - Media production services and production of creative collateral and media support materials, e.g., graphic design, photography, videography, digital or electronic media creation and direction, radio production, editing, dubbing, writing copy, illustration, casting, talent and ownership negotiations, layout, pre-press and printing, proofing, translation, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sounds, or property; preparing mechanical art and/or advertisements and other materials.

Services and expenses required to store, manage and maintain the State's visual assets (including photography, video and film footage, etc.), and all documents, materials, creative work product developed in connection with this contracts.

- Media placement and marketing initiatives including media partnerships, sponsorship programs, familiarization tours (including hotel rooms, meals, admission to attractions, transportation), trade shows (including travel, registration and production of trade show booths), and sales missions; marketing support services such as answering services and inquiry fulfillment, and membership in Louisiana Press Association and Louisiana Association of Broadcasters on behalf of the State.
- e) Contractor shall invoice the State monthly for labor hours and expenses at the rates and in accordance with the terms specified herein.

Contractor shall submit original invoices, which shall be accompanied by an itemized description of what is being billed. Timesheets shall include employee name, date work was performed, brief description of work performed, and number of hours spent on described task. Invoice must include the project name and/or number, the approved cost estimate(s), a description of the project and update of the status, and a cost allocation breakdown, which is a detailed hourly breakdown of each charge.

Upon completion of a Project, the written analysis should be provided with final billable hours for the Project. Analysis should be submitted within 28 days of completion of Project and should include a list of participating partners (e.g., Convention and Visitors Bureaus, industry partners, subcontractors), if applicable, and Contractor's recommendation/explanation of whether or not program should be repeated.

- f) The State will only be invoiced for expenses related to meetings between the Contractor and the State when expenses are pre-approved by the State and pertain to a pre-approved Project. Time and expenses incurred for said meetings will be accounted for in the pre-approved Project budget.
- g) The Contractor may invoice the State for attending meetings with industry personnel, professionals, associations or entities only if attendance is pre-approved by the State. The State will reimburse Contractor's travel and other expenses according to Policies and Procedures Memorandum (PPM) 49 guidelines. Unless travel time is pre-approved by the State, hourly rates

apply once the Contractor reaches his/her destination.

h) All valid invoices shall be received by the State no later than Ten (10) days after expiration of this contract.

7) Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be Contractor's obligation under identification number 72-1389810.

8) Termination for Cause

The State may terminate this contract with thirty (30) days written notice for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contractor in default and the contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

9) Termination for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

10) Remedies

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

11) Indemnification

Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any negligent act or omission, operation or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

12) Fund Use

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

13) Insurance

Contractor shall obtain and maintain insurance of the types and in the amounts set forth in Exhibit 3.

14) Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by the State

shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein, including intellectual property rights in such material, shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

15) Assignment

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

16) Auditors

It is hereby agreed that in accordance with La. R.S. 24:513, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and DCRT auditors shall have the option of auditing all accounts of Contractor which relate to this contract.

17) Fiscal Funding

The continuation of this contract is contingent upon legislative appropriation of funds to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Termination of this contract pursuant to this section shall not affect Contractor's rights to payment of all amounts earned by Contractor prior to the date of termination.

18) Term of Contract

This contract shall begin on <u>July 1, 2014</u> and shall terminate on <u>June 30, 2015</u>. An option to renew contract for up to two additional years may be exercised at the discretion of the State, with concurrence of the Contractor. Such renewal would be accomplished through an amendment of this contract.

19) Confidentially of Data

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

20) Subcontractors

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

21) Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

22) Amendment Clause

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

23) Applicable Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

24) Ethics

The Contractor must be knowledgeable of and abide by all applicable provisions of federal, state, and local law, including the Louisiana Code of Governmental Ethics La. R.S. 42:1101 et seq.

25) Responsibility of the Contractor

The Contractor shall obtain releases, licenses, permits or other authorization ("Third Party Approvals") to use photographs, copyrighted materials, music, art work or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the State, and the Contractor shall be responsible for any claims with respect to such use.

26) Responsibility of the State

The State shall obtain the same for any such items obtained by it which are used by the Contractor in performing such services, and shall be responsible for any claims with respect to such use. The State uses its best efforts to ensure that any information about its products and services furnished to the Contractor by the State in connection with the performance of this contract is accurate and complete. The State will be responsible for any claims arising out of any use the Contractor makes of such information, so long as the Contractor has not caused such claims by its negligence or reckless disregard.

#### 27) State Furnished Resources

State shall appoint a Contract Monitor for this contract identified in Exhibit 2, Monitoring Plan, who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this contract.

#### 28) Severability

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

#### 29) Complete Contract

This is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms.

#### 30) Entire Agreement Clause

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

#### 31) Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

#### 32) Care of State Property

The Contractor will take every reasonable precaution to safeguard any and all of the State's property entrusted to the Contractor's custody or control.

#### 33) Transition

It is the mutual wish and desire of both State and the Contractor to conduct a smooth, cooperative transition in the event another contractor is selected to perform the services described herein. Therefore, the Contractor agrees to turn over to the State all documents and materials belonging to the State within forty-five (45) days prior to the termination of this contract.

#### 34) Agency Status

It is understood by the State and by the Contractor that the Contractor shall function hereunder solely as an agent of the State and that the State assumes all liability for payment of any and all charges which it approves and which are ordered by the Contractor on behalf of the State during the time period and under the terms and conditions of this contract.

THUS, DONE AND SIGNED at New JZ(EAR) of Jhey (month), 2014.	(city), _LOLISIANA_ (state) on the _&^_ day
WITNESSES. June 12 The MARZENBACH	Patrick McGuinness, CEO
JUDE H. CHAUVIN	Trumpet, LLC
THUS, DONE AND SIGNED at Baton Rouge, Louisia 2014.	ana on the day of July (month),
WITNESSES:	. 7//
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THUS, DONE AND SIGNED at Baton Rouge, Louisia 2014.	Kyle Edmiston, Assistant Secretary Louisiana Office of Tourism  ana on the Louday of July (month),  Charles R. Davis, Deputy Secretary
THUS, DONE AND SIGNED at Baton Rouge, Louisia 2014.	Kyle Edmiston, Assistant Secretary Louisiana Office of Tourism  ana on the Louday of July (month),  Clark R. Daw

APPROVED
Office of the Governor
Office of Contractual Review

SEP 1 7 2014

Invector /1c

#### Exhibit 1 Glossary

The following definitions are agreed to and have been incorporated into the terms of the contract:

Advertising - Any paid form of non-personal presentation of ideas, goods or services by an identified sponsor and directed toward the general public or, in some cases, specific prospective client groups, and conveyed by a mass medium.

Brand, Brand Name, and Branding - A brand is a product, service, or concept that is publicly distinguished from other products, services, or concepts so that it can be easily communicated and marketed. A brand name is the name of the distinctive product, service, or concept. Branding is the process of creating and disseminating the brand name. Branding can be applied to the entire corporate identity as well as to individual product and service names. In marketing, it is recognized that there is usually some kind of branding value whether or not an immediate, direct response can be measured from a particular advertisement or campaign.

<u>Campaign</u> – The comprehensive, research-based marketing plan strategically designed to achieve the Objectives. The campaign shall integrate advertising, public relations, multicultural strategies, internet-based marketing, product development, sponsorships, promotions, public/private partnerships, interagency and inter-governmental initiatives, and other strategies.

<u>Creative</u> - Activities involved in the creation of marketing materials. It may include copy writing, design, photography, illustration, music, etc.

<u>Crisis or Crisis Management</u> - Times of crisis or crisis management refers to incidents and Acts of God such as hurricanes, flooding, etc. and other situations or events as deem necessary by the Department of Culture, Recreation and Tourism in which emergency public relations, advertising and/or Internet services are needed by the department.

<u>Familiarization Tour ("Fam tour")</u> – A public relations strategy by which third parties (which may include media, tour operators, travel agents, event planners and other travel professionals) are offered free or reduced-rate trips to Louisiana in order to familiarize them with Louisiana as a travel destination and to acquaint them with what particular destinations, attractions, or suppliers have to offer.

Marketing – The discipline of determining the strategy and plans for positioning Louisiana as a travel destination in the marketplace; includes advertising, public relations, product development, and customer relations.

<u>Marketing, Multicultural</u> - Domestic marketing that targets minority or multicultural audiences (e.g., Latinos, African-Americans).

<u>Project</u> – Any specific work, initiative, program, promotion, public/private partnership, or other project under this contract.

<u>Promotion</u> - All forms of communication other than advertising or public relations that call attention to products and services by adding value toward the purchase. Includes temporary discounts, allowances, premium offers, coupons, contests, sweepstakes, etc.

<u>Public Relations (PR)</u> – All of the activities that contribute to a positive third party testimonial or discussion of an entity, product, or service. PR planning includes a crisis PR element to handle any

negative discussions. The main role of public relations is to gain positive coverage via third party references and endorsements without direct payment for that coverage, i.e., "earned media."

Research - Research conducted to improve the efficacy of marketing. It may focus on a specific ad or campaign, or may be directed at a more general understanding of how advertising works or how consumers use the information in advertising. It can entail a variety of research approaches, including psychological, sociological, economic, and other perspectives. It may be quantitative or qualitative.

<u>Tourism Industry</u> – Collections of business firms, organizations and resources that foster or support activities of tourists, in particular by providing services.

<u>Trade Show</u> - Exposition held for members of a common or related industry. Not open to the general public.

<u>Visitor</u> – A person traveling 50 miles or more, one-way, away from home or including one or more overnights spent at the destination. These trips do not include trips commuting to/from work or school or trips taken as a flight attendant or vehicle operator.

#### Exhibit 2

#### Goals:

- To market and promote the brand of Louisiana: Pick Your Passion showcasing Louisiana as a travel destination;
- To increase revenue generated by the tourism industry;
- To contribute to the economic impact of tourism in all 64 parishes;
- To use effective communications and marketing strategies to increase the effectiveness, public awareness and/or impact of the programs and activities of OLG/DCRT;
- To position Louisiana as:
  - o A destination with a plethora of indigenous music genres;
  - o A culinary destination;
  - o The "Festival Capital of the World";
  - o An outdoor enthusiasts' dream;
  - o The nation's most distinctive cultural experience;
  - o A retirement destination (Retire Louisiana Style)

#### **Objectives**

- Increase intent to visit LA by 4% by December 2015.
- Increase visitation by 3% by December 2015.
- Increase visitor spending by 3% by December 2015.
- Rank among the top 10 state DMO websites by December 2015.
- Rank among the top 10 state DMO social media rankings by December 2015.
- Integrate and coordinate messaging of all departments within DCRT.
- Develop a plan to ensure that advertising, marketing and promotion are year-long efforts.
- Leverage State dollars for maximum impact by increasing opportunities for partnering with Louisiana tourism stakeholders.
- Educate elected officials on the value and importance of tourism as an economic driver.
- Develop a plan to leverage the Audubon Golf Trail and the significant military presence in Louisiana as Retire Louisiana Style.

<u>Deliverables</u>: Deliverables include a comprehensive research-based Marketing and Communications Plan inclusive of concepts and strategy, brand identity and positioning, research, data, analysis of information, creative design, market development and testing, graphic standards, media plans, evaluations, negotiations, placement of ads, meeting agendas, minutes of meetings, attendance sign-in sheets, account management and all supporting documentation for all services listed in the Scope of Services.

<u>Performance Measures</u>: Contractor's performance will be measured by the State's achievement of its objectives and performance measures. Additionally, each Project will be measured by its demonstrated return on investment.

Monitoring Plan: The Contract Monitor will be Misty Shaw, her designee(s), supervisor(s) or successor(s). All cost estimates, project forecasts, analyses, reports, proofs and all documentation, drafts, etc. as described in the Scope of Services of this contract are to be delivered to the Contract Monitor. All Project proposals require written approval from the State. The Contract Monitor will provide necessary guidance, instruction, feedback and approvals so that the Contractor can render the services described in the contract under timetables determined by the parties. Contractor and the DCRT staff will meet to discuss projects and evaluate progress. Contract Monitor will ensure services are rendered and

deliverables are delivered in a professional manner and in accordance with the contract. Any deficiencies will be documented and reported in the Contract Performance Evaluation, which will be submitted to the DCRT Office of Management and Finance within 45 days of the termination of this contract.

<u>Final Utility of Services</u>: The services rendered hereunder will be used generally to fulfill the objectives stated above on behalf of the entire DCRT/OLG, and specifically, with regard to services performed for the Office of Tourism to specifically promote and assist expansion of tourism and the tourism industry in Louisiana; increase employment opportunities for all citizens throughout the state through the orderly but accelerated development of facilities for tourism, travel and hospitality; invite visitors from this nation and foreign countries to visit Louisiana; and conduct an ongoing promotional campaign of information, advertising, and publicity to create and sustain a positive image and understanding of Louisiana (R.S. 51:1255).

## Exhibit 3 Insurance Requirements for Contractors

#### INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance may be included in the Contractor's bid.

#### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

#### 1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, the Employers Liability limit is increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### 2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. Insurance Services Office Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana) is to be used in the policy. Claims-made form is unacceptable.

#### 3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana) is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

#### 1. General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana) is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

#### TRANSMITTAL FOR APPROVED CONTRACT

CONTRACTOR: Trumpet, LLC

CFMS TRACKING NUMBER: 728380

**DCRT TRACKING NUMBER:** DCRT-OT-15-01A

**AGENCY:** Office of Tourism

CONTRACT MONITOR: Misty Shaw

FISCAL ANALYST: Josh McDaniels

**MAXIMUM AMOUNT:** \$5, 700, 000.00

CONTRACT PERIOD: 07/01/14-06/30/16

Attached is either an original or copy of the approved contract/amendment for your records. Please be reminded that according to **RS 39:1500 Contract Administration**, after completion of performance, the using agency shall prepare a final report on the contract, which shall include an evaluation of contract performance and an assessment of the utility of the final product. This report shall be delivered to the Division of Administration (DOA) Office of Contractual Review, within 60-days after completion of performance and shall be retained in the official contract file.

Reports not submitted to the Office of Contractual Review within the 60-days period shall be delinquent.

To avoid delay in completing the evaluation, it is my suggestion that once the contract monitor has approved the final invoice, the performance evaluation should be completed and submitted to the Contracts Office to be recorded and submitted to the DOA.

If you have questions in regards to contract administration please contact Karen Richardson, Contracts Reviewer at 225-342-8193 or email Karen at <a href="mailto:kritchardson@crt.state.la.us">kritchardson@crt.state.la.us</a>.



JAY DARDENNE LIEUTENANT GOVERNOR CHARLES R. DAVIS
DEPUTY SECRETARY

Desireé W. Honoré undersecretary

# OFFICE OF THE LIEUTENANT GOVERNOR DEPARTMENT OF CULTURE, RECREATION AND TOURISM MANAGEMENT AND FINANCE

July 7, 2015

Mr. Patrick McGuinness Trumpet, LLC 2803 St. Philip Street New Orleans, LA 70119

Dear Mr. McGuinness:

Attached is an approved original amendment to the contract between the Department of Culture, Recreation and Tourism, Office of Tourism and Trumpet, LLC. The tracking numbers that have been assigned to this contract are DCRT-OT-15-01A and CFMS# 728380. Please refer to these numbers in any correspondence concerning this contract.

If you have any questions or need any additional information, please contact the contract monitor listed in your contract/agreement or Karen Richardson, Contract/Grants Reviewer at (225) 342-8193.

Sincerely,

Desiree/Honoré Thomas, CPA

Undersecretary

DHT: kr

Attachment

cc: N

Misty Shaw, Contract Monitor Josh McDaniels, Fiscal Analyst BOBBY JINDAL GOVERNOR



#### KRISTY H. NICHOLS COMMISSIONER OF ADMINISTRATION

#### State of Louisiana

Division of Administration
Office of State Procurement

Mr. Charles R. Davis
Deputy Secretary
Department of Culture, Recreation & Tourism
Office of Tourism
Post Office Box 94361
Baton Rouge, LA 70804-9361

Dear Mr. Davis:

Enclosed are approved copies of the following amendment submitted to us and received in our office on June 4, 2015.

Department of Culture, Recreation & Tourism
AMENDMENT # 01 CFMS # 728380
Trumpet LLC

We appreciate your continued cooperation.

Sincerely,

Pamela Bartfay Rice, Esq.

Assistant Director/Professional Contracts

State Contracts/Grants Officer

**Enclosures** 

# AMENDMENT TO THE CONTRACT BETWEEN STATE OF LOUISIANA OFFICE OF THE LIEUTENANT GOVERNOR DEPARTMENT OF CULTURE, RECREATION AND TOURISM AND

TRUMPET, LLC
2803 ST. PHILIP ST., NEW ORLEANS, LA 70119
Phone # 504-561-7485 Tax ID # 72-1389810

#### **Amendment Provisions**

This amendment to Contract CFMS #728380 between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Trumpet, LLC, extends the term of the contract.

#### Change #1

Delete from page 9, Number 18, Term of Contract, the following language: "This contract shall begin on July 1, 2014 and shall terminate on June 30, 2015."

Add to page 9, Number 18, Term of Contract, the following language: "This contract shall begin on July 1, 2014 and shall terminate on June 30, 2016."

#### Justification for the Amendment:

This contract is one of three awarded pursuant to a 2013 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years. This amendment does not provide for the funding in FY 2015-2016. A subsequent amendment will provide for the additional funding. The FY 2015-2016 funding level may not be determined until the agency's appropriation is final.

The contractor has performed all services in a professional manner and in accordance with the terms of the contract. It is in the State's best interest to amend the contract to extend the term.

Amendment becomes effective: May 15, 2015

OCR# 267-500947 DCRT-OT-15-01A CFMS # 728380 Amendment # 1 Page 2

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This amendment is signed and entered into on the dates indicated below:

TRUMPET, LLC

DEPARTMENT OF CULTURE, RECREATION AND TOURISM

Kyle Edmiston, Assistant Secretary Louisiana Office of Tourism

Charles R. Davis, Deputy Secretary Office of the Lieutenant Governor

Department of Culture, Recreation and Tourism

5/7/15 Date

APPROVED
Office of the Governor
Office of Contractual Review

JUN 25 2015

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- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

#### 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### 3. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Agency.

#### D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

#### E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.

#### F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for furnishing separate certificates for each subcontractor to the Agency. All coverages for subcontractors shall be subject to all of the requirements stated herein.



JAY DARDENNE LIEUTENANT GOVERNOR

CHARLES R. DAVIS
DEPUTY SECRETARY

DESIREÉ W. HONORÉ

# OFFICE OF THE LIEUTENANT GOVERNOR DEPARTMENT OF CULTURE, RECREATION AND TOURISM MANAGEMENT AND FINANCE

October 28, 2015

Mr. Patrick McGuinness Trumpet, LLC 2803 St. Philip Street New Orleans, LA 70119

Dear Mr. McGuinness:

Attached is an approved original of the contract between the Department of Culture, Recreation and Tourism, Office of Tourism and Trumpet, LLC. The tracking numbers that have been assigned to this contract are DCRT-OT-15-01B and PO# 2000118657. Please refer to these numbers in any correspondence concerning this contract.

If you have any questions or need any additional information, please contact the contract monitor listed in your contract/agreement or Karen Richardson, Contract/Grants Reviewer at (225) 342-8193 or email krichardson@crt.la.gov.

Sincerely

Desireé Hoporé/Thomas, CPA

Undersecretary

DHT: kr

Attachment

cc:

Misty Shaw, Contract Monitor

Vondrica Alexander, Fiscal Analyst

# AMENDMENT TO THE CONTRACT BETWEEN STATE OF LOUISIANA OFFICE OF THE LIEUTENANT GOVERNOR DEPARTMENT OF CULTURE, RECREATION AND TOURISM

AND TRUMPET, LLC

2803 ST. PHILIP ST., NEW ORLEANS, LA 70119

Phone # 504-561-7485 Tax ID # 72-1389810

#### Amendment Provisions

This amendment to Contract CFMS #728380 between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Trumpet, LLC, increases the maximum amount payable per the contract.

#### Change #1

Delete from page 6, Number 6, Payment Terms, the following language:

"In consideration of the services described herein, the State hereby agrees to pay the Contractor a maximum fee of \$5,700,000.00 (Five Million Seven Hundred Thousand Dollars) subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District."

Add to page 6, Number 6, Payment Terms, the following language:

"In consideration of the services described herein, the State hereby agrees to pay the Contractor a maximum fee of <u>\$11,297,155</u> (Eleven Million Two Hundred Ninety Seven One Hundred Fifty Five Dollars) subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District."

#### Justification for the Amendment:

This contract is one of three awarded pursuant to a 2013 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

Amendment DCRT-OT-15-01A extended the termination date of the contract from June 30, 2015 to June 30, 2016 but did not include funding for fiscal year 2016. The State could not finalize its marketing and budgeting plans until the State appropriations were final. This amendment (DCRT-OT-15-01B) increases the amount payable under the contract by \$5,597,155.00 from \$5,700,000.00 to \$11,297,155.00.

The contractor has performed all services in a professional manner and in accordance with the terms of the contract. It is in the State's best interest to amend the contract to increase the amount payable.

Amendment becomes effective: July 1, 2015

# AMENDMENT TO THE CONTRACT BETWEEN STATE OF LOUISIANA OFFICE OF THE LIEUTENANT GOVERNOR DEPARTMENT OF CULTURE, RECREATION AND TOURISM AND

TRUMPET, LLC
2803 ST. PHILIP ST., NEW ORLEANS, LA 70119
Phone # 504-561-7485 Tax ID # 72-1389810

#### **Amendment Provisions**

This amendment to Contract CFMS #728380, PO# 2000118657, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Trumpet, LLC, increases the maximum amount payable per the contract.

#### Change #1

Delete from page 6, Number 6, Payment Terms, the following language:

"In consideration of the services described herein, the State hereby agrees to pay the Contractor a maximum fee of \$11,297,155.00 (Eleven Million Two Hundred Ninety Seven Thousand One Hundred Fifty Five Dollars) subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District."

Add to page 6, Number 6, Payment Terms, the following language:

"In consideration of the services described herein, the State hereby agrees to pay the Contractor a maximum fee of \$13,652,155.00 (Thirteen Million Six Hundred Fifty Two Thousand One Hundred and Fifty Five Dollars) subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District."

#### Justification for the Amendment:

This contract is one of three awarded pursuant to a 2013 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

Amendment DCRT-0T-15-01B, which increased the amount payable per the contract by \$5,597,155.00, did not include the budget set aside for the Office of Cultural Development. This contract, as well as all contracts awarded pursuant to the RFP, are "departmental contracts," meaning all agencies within the Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism would be allowed to utilize the service of the Contract, to the extent the needed services fit the goals and objectives of the Contract. Departmental contracts provide for economies of scale and ensure collaboration among the agencies. Also, additional funding was identified in the Office of Tourism's FY 2016 budget that will be used for additional marketing and advertising of Louisiana as a premier tourism destination. This amendment (DCRT-0T-15-01C) increases the amount payable under the contract by \$2,355,000.00 from \$11,297,155.00 to \$13,652,155.00.

The contractor has performed all services in a professional manner and in accordance with the terms of the contract. It is in the State's best interest to amend the contract to increase the amount payable.

Amendment becomes effective: December 15, 2015.

OCR# 267-500947 DCRT-OT-15-01C CFMS # 728380 Amendment # 3 Page 2

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This amendment is signed and entered into on the dates indicated below:

TRUMPET, LLC

1/12/16 Date

DEPARTMENT OF CULTURE, RECREATION AND TOURISM

Kyle Edmiston, Assistant Secretary

Louisiana Office of Tourism

12/22/15 Date

Charles R. Davis, Deputy Secretary

Office of the Lieutenant Governor

Department of Culture, Recreation and Tourism

PO# 2000118657 OCR# 267-500947 DCRT-OT-15-01D CFMS # 728380 Amendment # 4

# AMENDMENT TO THE CONTRACT BETWEEN STATE OF LOUISIANA OFFICE OF THE LIEUTENANT GOVERNOR DEPARTMENT OF CULTURE, RECREATION AND TOURISM

AND TRUMPET, LLC 2803 ST. PHILIP ST., NEW ORLEANS, LA 70119 Phone # 504-561-7485 Tax ID # 72-1389810

#### **Amendment Provisions**

This amendment to Contract CFMS #728380, PO# 2000118657, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Trumpet, LLC, extends the term of the contract.

#### Change #1

Delete from page 9, Number 18, Term of Contract, the following language: "This contract shall begin on July 1, 2014 and shall terminate on June 30, 2016."

Add to page 9, Number 18, Term of Contract, the following language:

"This contract shall begin on July 1, 2014 and shall terminate on June 30, 2017."

#### Justification for the Amendment:

This contract is one of three awarded pursuant to a 2013 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years. This amendment does not provide for the funding in FY 2016-2017. A subsequent amendment will provide for the additional funding. The FY 2016-2017 funding level may not be determined until the State's appropriation is final.

The Contractor has performed all services in a professional manner and in accordance with the terms of the contract. It is in the State's best interest to amend the contract to extend the term.

Amendment becomes effective: April 25, 2016.

OCR# 267-500947 DCRT-OT-15-01D CFMS # 728380 Amendment # 4 Page 2

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This amendment is signed and entered into on the dates indicated below:

TRUMPET, LLC

Patrick McGuinness, CEO

5/2/16 Date

DEPARTMENT OF CULTURE, RECREATION AND TOURISM

Kyle Edmiston, Assistant Secretary

Louisiana Office of Tourism

Rennie Buras, Deputy Secretary

Office of the Lieutenant Governor

Department of Culture, Recreation and Tourism

OCR# 267-500947 DCRT-OT-15-01B CFMS # 728380 Amendment # 2 Page 2

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This amendment is signed and entered into on the dates indicated below:

TRUMPET, LLC

Patrick McGuinness CEO

7/14/15 Date

DEPARTMENT OF CULTURE, RECREATION AND TOURISM

Kyle Edmiston, Assistant Secretary

Louisiana Office of Tourism

Charles R. Davis, Deputy Secretary Office of the Lieutenant Governor

Department of Culture, Recreation and Tourism

 $\frac{\sqrt{|z|/15}}{\text{Date}}$